

a.) Remarks

The claims are amended to recite the present invention with the specificity required by statute. Additionally, dependent claim 11 is added in order to recite a preferred embodiment of the present invention. The subject matter of the amendment may be found in the specification as filed, inter alia, at page 13, lines 22-27 and from page 18, line 21 to page 19, line 2. Accordingly, no new matter is added.

Claims 1-7 are rejected under 35 U.S.C. §103(a) as being obvious over JP 58-199185A in view of U.S. Patent No. 4,810,562, both to Okawa. In support of the rejection, the Examiner maintains that JP '185 teaches all the features of the pending claims except for a water repellant layer, which deficiency is said to be addressed by U.S. '562. In particular, the Examiner maintains this combination of prior art would function in the same manner as the pending claims.

This rejection is respectfully traversed. Prior to setting forth their detailed bases for traversal, however, Applicants would like to briefly discuss the salient features of the present invention and, *inter alia*, its patentable nature over the prior art.

Previously, Applicants pointed out that one fundamental feature of the present invention relies in the novel combination of a porous metachromic layer with a water-repellant resin layer. Applicants further explained that the terms “water resistant” (as in the prior art) and “water repellent” (as in the claims) are not the same (cf., page 3, line 3 of the July 1, 2004 Office Action). In particular, Applicants explained that water resistant, e.g., “resistant against water” means that even if water is applied repeatedly and/or in large volume to the subject sheet or device, the sheet or device is not harmed (that is, here, the porous layer is not peeled off or dislodged, and the support layer is not broken, etc.) readily. In contrast, water repellent, as specified for Applicants’ opaque resin layer, simply means that opaque resin layer repels water, e.g., water is not absorbed.

In response, in the final Office Action dated December 14, 2004, the Examiner argues (i) Applicants have ignored the teachings of the '562 patent, (ii) Applicants have not defined the terms in the specification, (iii) the Examiner has relied upon the ordinary meaning of the terms and (iv) dictionary definitions are availing. These points are discussed in turn.

First, Applicants have not ignored the teachings of the '562 patent; rather, the '562 patent clearly shows that Applicants are correct. Water resistant in Okawa '562 is defined to be physically strong even when water is absorbed, e.g., no delamination, wrinkling or blurring is permitted even upon repetitive water absorption and drying. See column 2, lines 32-36. More to the point, Okawa further confirms that "water-repellant cannot mean "water-resistant" since Okawa's "water-resistant" coating must absorb water to function. See column 2, line 31, column 4, lines 9-10 and Figs. 3 and 6.

Second, there is no need to define terms of art in the specification when their art-accepted uses are relied upon.<sup>1</sup> The specification "need not teach, and preferably omits, what is well known in the art." (Emphasis added). Spectro-Physics, Inc. v. Coherent, Inc., 827 F.2d 1524 (Fed. Cir. 1987).

In that regard, the ordinary meaning of these terms is as they are utilized by the skilled artisan -- not as they are utilized by the layman. For that reason, the general dictionaries provided are essentially immaterial. Again, this is seen from the usage of the terms in the cited art itself, which plainly confirms Applicants' understanding.

In view of the above, Applicants submit that all of the Examiner's concerns are now overcome and the claims are now in allowable condition. Accordingly, reconsideration and allowance of this application is earnestly solicited.


Claims 1-9 and 11 remain presented for continued prosecution.

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<sup>1/</sup> Nevertheless, as seen above, Applicants have conclusively defined "water repellent" as not to absorb water.

Applicants' undersigned attorney may be reached in our New York office by telephone at (212) 218-2100. All correspondence should continue to be directed to our below listed address.

Respectfully submitted,



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